BILL NO. S-83-~~07~~ 08 18

SPECIAL ORDINANCE NO. S-165-83

AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and T & F Construction Co., for Res. #167-83, Street Lighting - Woodhurst Addition.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and T & F Construction Co., for Res. #167-83, Street Lighting - Woodhurst Addition, is hereby ratified and affirmed and approved in all respects. The work under said Contract requires:

> Contract approving Res. #167-83, Street Lighting, Woodhurst Addition, providing for the installation of ornamental street lighting in Woodhurst Addn.: Southwood Avenue from Pettit Ave. to Roxbury Dr., Old Mill Rd. from Pettit Ave. to Old Farm Circle, Indiana Avenue from Pettit Avenue to Old Farm Circle, Tacoma Avenue from Pettit Ave. to Woodhurst Blvd., South Wayne Ave. to Fairfield Ave., Worthman Court from Fairfax Ave. to Roxbury Ct., Century Ct. from Old Mill Road to its terminus, Fairfax Ave. from Old Mill Rd. to Fairfield Ave. and Old Farm Circle from Old Mill Rd. to South Wayne Ave.;

the Contract price is One Hundred Thirteen Thousand Fifty-Two and 05/100 Dollars ($113,052.05), (Barrett Law Project).

SECTION 2. Prior Approval was received from Council with respect to this Contract on July , 1983. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Victure Scruggs
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scruggs, seconded by DiSanto, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19___, at _____ o'clock M.,E.S.T.

DATE: 8-9-83 Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Talarico, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
SCHMIDT	✓				
SCHOMBURG	✓				
SCRUGGS	✓				
STIER	✓				
TALARICO	✓				

DATE: 8-23-83 Sandra E. Kennedy
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) NO. S-165-83

on the 23rd day of August, 19 83.

ATTEST: (SEAL)

Sandra E. Kennedy
CITY CLERK

Barry A. Eisbart
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of August, 19 83, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 26th day of August 19 83 at the hour of 3:10 o'clock P.M.,E.S.T.

WIN MOSES, JR. - MAYOR

CONTRACT

Res. No. #166-83

STATE OF INDIANA)
)
COUNTY OF ALLEN)

THIS AGREEMENT made and entered into this, the _____ day of _____ 19____, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the Contract Documents as the "Purchaser", and

T & F Construction Company

The part of the second part, termed in this agreement and Contract Documents as the "Contractor":

WITHESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore caused to be prepared certain contract documents for furnishing labor and equipment and performing work therein fully described, and the Contractor did, on the 20 day of June, 1983, file with the Board of Public Works, a copy of said contract documents, together with his offer and terms therein fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully describe the terms and conditions upon which the Contractor is called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described, and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed, for the following:

Hoagland - Packard - Kinsmoor Res. #166-83

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Contractor's bid
8. Material list
9. Bidder's Bond
10. Non-Collusion Affidavit
11. Certificate in lieu of financial statement
12. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
13. Affirmative Action Program
14. Minority/Female Employment Requirements
15. Equal Opportunity Clause
16. Street barricade maintenance information
17. Federal Labor Standards Provisions
18. Copeland "Anti Kick Back" Act (18 U.S.C. Sec. 874)
19. Davis Bacon Act
20. Federal Wage Scale
21. State Prevailing Wage Scale
22. Performance Bond
23. Manpower Utilization Report
24. Completion Affidavit
25. This Contract

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH = It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached, and incorporated herein and made a part hereof. (NE/1 - NE/3).

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

MAYOR

ATTEST: Clerk

BOARD OF PUBLIC WORKS

CONTRACTOR:

T & F Construction Corp. of Indiana

BY: J. L. Taber

J. L. Taber

President

BY:

Secretary V. L. Miller

Approved in Form & Legality
By:

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we T & F Construction Corp. of Indiana as Principal, and the Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of Twenty-Two Thousand Three Hundred Thirty-One and 25/100 Dollars----------
($ 22,331.25), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 15th day of June, 19 83, enter into a contract with the City of Fort Wayne to construct

Hoagland-Packard-Kinsmoor Area
Contract #166-83

at a cost of $ 22,331.25, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, than this obligation shall be void, otherwise it shall remain in full force and effect.

T & F Construction Corp. of Indiana
(Contractor)

BY: J. L. Taber

J. L. Taber

ITS: President

ATTEST:

V. L. Miller

V. L. Miller
(Title) CORPORATE SECRETARY

*If signed by an agent, power of attorney must be attached.

Fidleity and Deposit Company of Maryland
Surety

*BY: Dorothy Jean Ellis
Authorized Agent
(Attorney-in-Fact)
Dorothy Jean Ellis

BILL NO. S-83-08-18

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and T & F Construction Co., for Res. #167-83, Street Lighting - Woodhurst Addition

PRIOR APPROVAL WAS RECEIVED

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN Victure Scruggs

SAMUEL J. TALARICO, VICE CHAIRMAN Samuel J. Talarico

DONALD J. SCHMIDT D. Schmidt

MARK E. GiaQUINTA Mark E. GiaQuinta

PAUL M. BURNS Paul M. Burns

Concurred 8-23 D. Kennedy

6371

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. 167-83, Street Lighting - Woodhurst Addition

DEPARTMENT REQUESTING ORDINANCE Board of Public Works S-83-08-18

SYNOPSIS OF ORDINANCE Contract approving Res. 167-83, Street Lighting, Woodhurst Addition, providing for the installation of ornamental street lighting in Woodhurst Addn.: Southwood Avenue from Pettit Ave. to Roxbury Dr., Old Mill Rd. from Pettit Ave. to Old Farm Circle, Indiana Avenue from Pettit Avenue to Old Farm Circle, Tacoma Avenue from Pettit Ave. to Woodhurst Blvd.; South Wayne Ave. to Fairfield Ave., Worthman Court from Fairfax Ave. to Roxbury Ct., Century Ct. from Old Mill Road to its terminus; Fairfax Ave. from Old Mill Rd. to Fairfield Ave. and Old Farm Circle from Old Mill Rd. to South Wayne Ave.

T & F Construction Company - Contractor.

Orig approval received on ~~Today~~ August 2, 1983

EFFECT OF PASSAGE Improvement of lighting in Woodhurst Addn.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $113,052.05 (Barrett Law Project)

ASSIGNED TO COMMITTEE _____